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Attorneys for Plaintiffs

Meta Platforms, Inc. (f/k/a Facebook, Inc.)

and Instagram, LLC

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

FACEBOOK, INC., a Delaware
corporation and INSTAGRAM, LLC, a
Delaware limited liability company,

Plaintiffs,

v.

BASANT GAJJAR, d/b/a “LeadCloak”,

Defendant.

CASE NO.: 4:20-cv-02429-KAW

**STIPULATION AND [PROPOSED]
ORDER REGARDING PERMANENT
INJUNCTION AND DISMISSAL**

Pursuant to Civil Local Rule 7-12, Plaintiffs Meta Platforms, Inc. and Instagram, LLC (“Plaintiffs”) and Defendant Basant Gajjar (“Defendant”), by and through their respective counsel, hereby stipulate as follows:

WHEREAS, on April 9, 2020, Plaintiffs Meta Platforms, Inc. and Instagram, LLC (“Plaintiffs”) filed this action against Defendant Basant Gajjar (“Defendant”) seeking injunctive and monetary relief.

WHEREAS, Defendant stipulates that Plaintiffs have established that they have suffered an irreparable injury;

WHEREAS, Defendant stipulates that the remedies available at law, including monetary damages, are inadequate to compensate for that injury;

WHEREAS, Defendant stipulates that Plaintiffs have established that a remedy in equity is warranted, considering the balance of the hardships and that the public interest would not be disserved by a permanent injunction;

WHEREAS, the parties have agreed to resolve this action, and part of that resolution includes the entry of a stipulated injunction.

WHEREAS, upon entry of this agreed-upon injunction, Plaintiffs shall voluntarily dismiss any remaining claims in this litigation;

NOW, THEREFORE, the parties stipulate and agree as follows:

STIPULATION AND PERMANENT INJUNCTION

IT IS HEREBY STIPULATED AND AGREED by Plaintiffs and Defendant, that:

1. Defendant, and other individuals who are described in Federal Rule of Civil Procedure 65(d)(2), including Defendant’s agents, servants, and employees; and other persons who are acting in concert with Defendants or his agents, servants, and employees (collectively, the “Prohibited Parties”) are immediately and permanently ordered and enjoined as follows:

a. The Prohibited Parties are immediately and permanently enjoined from accessing or attempting to access the Facebook and Instagram

platforms or computer systems;

- b. The Prohibited Parties are immediately and permanently enjoined from developing, offering, or marketing software or computer code intended to circumvent Facebook's ad review process or Facebook's or Instagram's technological limitations on access;
- c. The Prohibited Parties are immediately and permanently enjoined from engaging in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of Facebook's or Instagram's platform or computer systems; and
- d. The Prohibited Parties are immediately and permanently enjoined from engaging in any activity relating to advertising on Facebook or Instagram, or facilitating others to do the same, that violates Facebook's Terms of Service, Self-Service Ad Terms, or Advertising Policies, or Instagram's Terms of Use.

2. The Court will retain continuing jurisdiction to enforce the terms of this Stipulated Permanent Injunction and to address any other matters arising out of or regarding this Stipulated Injunction, including any allegations that the parties have failed to comply with their obligations as set forth in this Stipulated Permanent Injunction, and the parties agree to submit to the Court's jurisdiction for those purposes.

3. The rights and obligations under this Stipulated Permanent Injunction shall benefit, and be binding upon, each of the parties and their respective affiliates, predecessors, successors, assigns, and any entity owned or controlled in whole or in part by the Defendant.

DISMISSAL

Plaintiffs' claims against Defendant are hereby dismissed with prejudice, except that the Court retains jurisdiction to enforce this Stipulated Permanent Injunction and Dismissal. Each party bears his or its own fees and costs.

IT IS SO STIPULATED.

Dated: May 22, 2023

HUNTON ANDREWS KURTH LLP

By: 

Ann Marie Mortimer

Jason J. Kim

Brandon Marvisi

Attorneys for Plaintiffs

META PLATFORMS, INC. and

INSTAGRAM, LLC

Dated: May 22, 2023

BERGESON, LLP

By: 

John D. Pernick

Attorneys for Defendant

BASANT GAJJAR

Signature Attestation Pursuant to Local Rule 5-1(i)(3)

I attest that concurrence in the filing of the document has been obtained from each of the other signatories.

Dated: May 22, 2023

By: 

Brandon Marvisi

PURSUANT TO STIPULATION, IT IS SO ORDERED. The Court retains jurisdiction.

Dated: _____

By: _____

Kandis A. Westmore
United States Magistrate Judge

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